



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR, MNDCT, RP, OLC, OPL, FFL

### Introduction

This hearing dealt with cross applications pursuant to the *Residential Tenancy Act* (the *Act*)

The landlord is seeking the following:

- an Order of Possession pursuant to section 55; and
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

The tenant is seeking the following:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make repairs to the rental unit pursuant to section 33;

The landlord attended at the appointed time set for the hearing, although I waited until **9:40 A.M** for the tenant to enable them to participate in this hearing scheduled for 9:30 A.M. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Dispute Resolution Proceeding. The landlord was given a full opportunity to submit testimony and evidence and to make submissions and arguments.

Rule 7 of the Rules of Procedure provides as follows:

**Rule 7.1 Commencement of the hearing**

The hearing must commence at the scheduled time unless otherwise decided by the arbitrator.

**Rule 7.3 Consequences of not attending the hearing**

The arbitrator may conduct the hearing in the absence of a party or dismiss the application, with or without leave to re-apply.

I am satisfied that the tenant was fully aware of the proceedings as he initiated the process by filing an application first and was given today's date and time, accordingly; the hearing proceeded and completed in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to the recovery of the filing fee for this application?

Background and Evidence

The landlord gave the following testimony. The tenancy began on January 1, 2022 with the monthly rent of \$1200.00 due on the first day of the month. The tenant paid a security deposit of \$600.00 which the landlord still holds. On August 22, 2022 the landlord issued a Two Month Notice to End Tenancy for Landlords Use of Property for the following reason:

- *The rental unit will be occupied by the landlord or the landlord's spouse or a close family member (father, mother, or child) of the landlord or the landlord's spouse.*

The landlord testified that his mother passed away in July 2022 and that he wished to move into the home. The landlord testified that he is presently living in Saskatchewan and that he is renting there. The landlord testified that this home is fully paid for, and it would be financially beneficially for him to move in as well return to his home province where he grew up.

Analysis

The landlord gave clear concise and credible testimony. He provided details as to the logistical and financial benefits for him to move into the home. Based on the above, and on a balance of probabilities, I find that the landlord has issued the notice in good faith. I

further find that the notice to end tenancy complies with section 52 of the Act in form and content. As a result, the landlord is entitled to an order of possession pursuant to Section 55 of the Act. The tenancy is terminated.

The landlord is also entitled to retain \$100.00 from the security deposit to recover the cost of the filing fee.

As the tenant has not participated in the teleconference, I hereby dismiss their application in its entirety without leave to reapply.

### Conclusion

The tenancy is terminated. The landlord is granted an order of possession. The tenants' application is dismissed in its entirety without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 22, 2022

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Residential Tenancy Branch